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: RAMAGUNDAM FERTILIZERS
: Article 15 Indemnity Bond
: DEED OF ACCESSION BANK OF INDIA
: 0
: (Zero)
: RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
: BANK OF INDIA
: BANK OF INDIA
: 300
: (Three Hundred only)



SELF PRINTED CERTIFICATE
TO BE VERIFIED BY THE RECIPIENT

Please write or type below this line.....

This Stamp paper forms an integral

part of Deed of Accession
executed

dated 18 May 2020 in New Delhi



For STATE BANK OF INDIA

Assistant General Manager
Project Finance Cell New Delhi

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3. In case of any discrepancy please inform the Issuing Authority.



DATED 18 May, 2020

DEED OF ACCESSION

BETWEEN

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED
as the Borrower

AND

BANK OF INDIA
as the Acceding Lender

AND

STATE BANK OF INDIA
as the Facility Agent



cyril amarchand mangaldas
advocates & solicitors



DEED OF ACCESSION

THIS DEED OF ACCESSION (the "Deed") dated 18 May, 2020, executed at New Delhi, is supplemental to the amended and restated facility agreement dated March 12, 2020 entered into between Ramagundam Fertilizers and Chemicals Limited, a company incorporated in India under the Companies Act, 2013 (1 of 1956), having a corporate identification number U24100DL2015PLC276753, with its registered office at 3rd and 4th Floor, Mohita Building, Bhikaji Cama Place, New Delhi 110066 ("**Borrower**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns), the Facility Agent, and the Rupee Lenders (the "**Facility Agreement**").

Bank of India, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 with its head office at, 'Star House' C- 5, G - Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 and acting through its New Delhi Large Corporate Branch, 10th Floor, Chanderlok Building, Opp. Imperial Hotel, 36 Janpath, New Delhi - 110001 ("**Acceding Lender**") hereby agrees with each other Person, who is or who becomes a Party to the Facility Agreement that with effect on and from the date hereof, it shall be a party to the Facility Agreement in its capacity as:-

- (i) a Cost Overrun Lender, in respect of its financial assistance of an amount of Rs. 21,30,00,000 (Rupees Twenty One Crores and Thirty Lakhs) under the Cost Overrun Facility and shall assume and perform all obligations applicable to a Cost Overrun Lender as specified therein; and
- (ii) an Original Rupee Lender, in respect of its financial assistance of an amount of Rs 163,57,00,000 (Rupees One Hundred and Sixty Three Crores and Fifty Seven Lakhs) under the Original Rupee Facility, and shall assume and perform all obligations applicable to a Original Rupee Lender as specified therein.

The Acceding Lender hereby appoints the Facility Agent to act as its agent respectively as provided in the Facility Agreement, the Financing Documents and agrees to be bound by such Agreement thereto.

Upon execution of this Deed :-

- (a) Part B of Schedule I of the Facility Agreement shall be amended to include the details as set out in Part A of attached Annexure I;
- (b) Part A (2) of Schedule I of the Facility Agreement shall be amended to include the details as set out in Part B of attached Annexure I; and
- (c) Part C of Schedule I of the Facility Agreement shall be amended to include the details of the Issuing Bank, if applicable, as set out in Part C of attached Annexure I.

Words and expressions defined in the Facility Agreement have the same meaning when used in this Deed of Accession.

State Bank of India as the Facility Agent	Ramagundam Fertilizers and Chemicals Limited as the Borrower (CEO)	Ramagundam Fertilizers and Chemicals Limited as the Borrower (CFO)	Bank of India as the Acceding Lender
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ANNEXURE I

PART A

DETAILS OF COST OVERRUN LENDER AND COST OVERRUN FACILITY

Sr. No.	Rupee Lender and details of Lending Office/ Address for Notices	Commitment (in Rs. Crores)	Earmarked Amount (in Rs. Crores)	Interest Rate as on the date of this Deed
1.	Bank of India New Delhi Large Corporate Branch, 10th Floor, Chanderlok Building, Opp. Imperial Hotel, 36 Janpath, New Delhi - 110001 Ph. No.: 011 - 23765128 Fax. No.: 011 - 23765123 Attn: Deputy General Manager	21.30	6.39	1 year SBI MCLR + Spread of 0.70% p.a.

PART B

DETAILS OF OTHER ORIGINAL RUPEE LENDERS AND ORIGINAL RUPEE FACILITY EXTENDED BY THEM


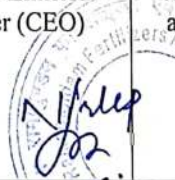
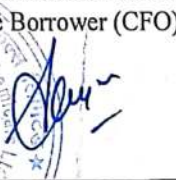

Sr. No.	Rupee Lender and details of Lending Office/ Address for Notices	Commitment (in Rs. Crores)	Earmarked Amount (in Rs. Crores)	Interest Rate as on the date of this Deed
1.	Bank of India New Delhi Large Corporate Branch, 10th Floor, Chanderlok Building, Opp. Imperial Hotel, 36 Janpath, New Delhi - 110001 Ph. No.: 011 - 23461401 Fax. No.: 011 - 23765123 Attn: Deputy General Manager	163.57	49.071	1 year Bank of India MCLR + Spread of 0.30 % p.a.

PART C





DETAILS OF THE ISSUING LENDER

Sr. No.	Issuing Lender	Commitment in INR Crores
1.	Bank of India New Delhi Large Corporate Branch, 10th Floor, Chanderlok Building, Opp. Imperial Hotel, 36 Janpath, New Delhi - 110001 Ph. No.: 011 - 23765128	Obligation to issue Letter(s) of Credit and/or Bank Guarantee for:- (i) face value not exceeding than Rs. 49,07,10,000 (Rupees Forty Nine Crores Seven Lakhs and Ten Thousand) as a sub-limit of the Bank of India's

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State Bank of India as the Facility Agent 	Ramagundam Fertilizers and Chemicals Limited as the Borrower (CEO) 	Ramagundam Fertilizers and Chemicals Limited as the Borrower (CFO) 	Bank of India as the Acceding Lender 
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Sr. No.	Issuing Lender	Commitment in INR Crores
	Fax. No.: 011 – 23765123 Attn: Assistant General Manager	Commitment under the Original Rupee Facility; and (ii) face value not exceeding Rs. 6,39,00,000 (Rupees Six Crores and Thirty Nine Lakhs) as a sub-limit of the Bank of India's Commitment under the Cost Overrun Facility.

State Bank of India as the Facility Agent 	Ramagundam Fertilizers and Chemicals Limited as the Borrower (CEO) 	Ramagundam Fertilizers and Chemicals Limited as the Borrower (CFO) 	Bank of India as the Accounting Lender 
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IN WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed and acknowledged by their respective officers or representatives hereunto duly authorised, as of the date first above written.

SIGNED AND DELIVERED by the withinnamed)
STATE BANK OF INDIA, in its capacity as Facility)
Agent for and on behalf of the relevant Original Rupee)
Lenders and Cost Overrun Lenders by the hands of)
Shri/Smt. Laxmidhar Yadav)
Aam BTL, its authorised)
official.

For STATE BANK OF INDIA


Assistant General Manager
Project Finance Cell, New Delhi